

recommendations to Contractor. No such review or recommendation by IPSC shall impose any liability or responsibility on IPSC, or relieve Contractor from providing a safe working environment and complying with all legal requirements.

Contractor shall comply with IPSC's safety and equipment requirements prior to starting Work. Worker protective clothing, which includes, but is not limited to, hardhats, safety glasses, safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by Contractor.

Prior to starting Work, all of Contractor's personnel shall attend a safety orientation taught by a representative of IPSC. At Contractor's option and subject to IPSC's approval, a supervisor of Contractor may attend the orientation taught by IPSC, and then present the orientation to the remainder of Contractor's personnel. In that case, a roll shall be provided to IPSC which lists each person who received the orientation and the date it was received.

7. Material Safety Data Sheets: Contractor shall furnish IPSC with a Material Safety Data Sheet (MSDS) for all hazardous materials furnished under this Contract, used, stored, or transported on or near IPA premises in connection with this Contract. The MSDS shall be furnished to IPSC on, or prior to, the date of the first delivery, use, storage, or transportation of the materials or equipment.

If these Specifications require that Contractor furnish instruction books, the MSDS shall also be included in such books.

8. Liquidated Damages: IPSC shall be compensated, and Contractor shall be charged for failure in timely delivery or installation in compliance with these Specifications ("substandard performance"). These provisions are intended to compensate IPSC for losses that are too difficult or impossible to measure, but which will nevertheless be incurred by IPSC in the event of the following kinds of substandard performance:

- a. If Contractor is not prepared to proceed with the approved installation plan at the start of each respective outage, Contractor shall pay for all costs associated with mobilization and demobilization incurred by Contractor plus a boiler performance charge of \$50,000.
- b. For each day at the start of each respective outage that Contractor is unprepared to execute the approved installation plan, Contractor shall be assessed a charge of \$50,000 up to a maximum of ten (10) days or \$500,000.
- c. For each day or portion thereof, that Contractor exceeds the 'Boiler Released to Operations' date specified in the Contract installation plan, Contractor shall be charged \$50,000. The maximum liquidated penalty for extending a single unit outage shall be ten (10) days or \$500,000.